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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01100

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SECTION 01100

GENERAL PROVISIONS

PART 1 GENERAL

1.1 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in two copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet specific requirements.

1.2 RESPONSIBILITY OF THE CONTRACTOR

- a. The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings and specifications furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise designs, drawings and specifications.
- b. Neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause or action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligence in connection with designs, drawings and specifications, furnished under this contract.
- c. The rights and remedies of the Government provided for under the contract are in addition to any other rights and remedies provided by law.

1.3 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1

(2003) Safety and Health Requirements
Manual

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation;

submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

IDOT Highway Permit Bond; G, RE

Condition of Existing Structures; G, CN

Condition Survey of Existing RCPs; G, CN

Coordination with Others; G, CN

Drug Free Workplace

Refer to FAR CLAUSE entitled DRUG FREE WORKPLACE in Section 00700.

SD-11 Closeout Submittals

As-Built Drawings; G, CN

Condition Survey of Existing RCPs; G, CN

1.5 REAL ESTATE

All required right-of-way to do the work is available to the Contractor, and is included on the contract drawings. In the event the Contractor requires any additional access roads and storage areas, he shall obtain such areas at his own expense. The Contractor shall furnish to the Contracting Officer copies of all legal documents or leases permitting his use of private or other properties other than included in the contract.

1.6 CONSTRUCTION SCHEDULE

The Construction Schedule shall be in accordance with Section 01320A PROJECT SCHEDULE FOR NORTHERN AREA AND MCCOOK FIELD OFFICES and the FAR clause entitled SCHEDULES FOR CONSTRUCTION CONTRACTS in Section 00700.

1.6.1 Construction Phases

Work shall be done in accordance to the phases described below:

1.6.1.1 Phase 1 (Sta. 270+30 to 291+29)

Phase 1 construction includes all work within Sta. 270+30 and 291+29 as shown on the drawings including closure #8, closure #9, pumpstation #3 and closure #10.

1.6.1.2 Phase 2 (Sta. 240+00 to 263+40)

Phase 2 construction includes all work within Sta. 240+00 and 263+40 as shown on the drawings including closure #5, backflow structure #1, pump station #2, and closure #6 & #7.

1.6.1.3 Phase 3 (Sta. 203+00 to 240+00)

Phase 3 construction includes all work within Sta. 203+00 and 240+00 as

shown on the drawings including pumpstation #1, closure #2, closure #3, closure #4, driveway #1 and turn-around. Phase 3 construction also includes the swing gate construction.

1.7 AS-BUILT DRAWINGS

1.7.1 GENERAL

An as-built drawing is a contract construction drawing revised to reflect the final as-built conditions of the project because of modifications, changes, corrections to the project design required during construction, submittals and extensions of design. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings that are revised to be the "RECORD DRAWING AS-BUILTS".

The Contractor shall follow procedures identified in document: "CELRC-As-Built Guidance.PDF" (Revised 11-21-2007), posted at the following web address:

<http://www.lrc.usace.army.mil/ts-d-c/support/asbuilt/As-Built-ChicagoGuidance.htm>

As a resource to contractors a web page was developed that may assist in locating a trained CADD professional to develop the as-builts or train an existing employee to develop the as-builts.

<http://www.lrc.usace.army.mil/ts-d-c/support/asbuilt/BentleyResources.htm>

1.7.2 GOVERNMENT-FURNISHED FILES

The Contractor will be provided files at the beginning of construction for use during the construction phase which are to be maintained during construction for the preparation of as-builts. The Contractor shall enter changes and corrections on the working drawings on a weekly basis in accordance with Paragraph "Maintenance of Working As-Built Drawings" and update the CADD as-built drawings on a monthly basis. Both paper and electronic documents shall be available at all times and shall be provided promptly to the Contracting Officer when requested. The Contractor shall be responsible for backup of electronic files during construction and for controlling release of information.

1.7.3 MAINTENANCE OF WORKING AS-BUILT DRAWINGS

The Contractor shall revise and maintain during the execution of the project two (2) sets of full-scale paper prints by red-line process to show the as-built conditions. These working as-built drawings shall be kept current and available for review on the jobsite at all times. Changes from the contract drawings that are made in the work or additional information that might be uncovered in the course of construction shall be accurately, legibly and neatly recorded and dated as they occur by means of details and notes. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional material and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail that is utilized in the contract drawings. Changes must be reflected on all sheets affected by the change.

The working as-built drawings will be jointly reviewed for accuracy and completeness by the COR and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working

as-built drawings as specified herein, the COR shall deduct from the monthly progress payment an amount representing the estimated cost of maintaining the working as-built drawings. The working as-built drawings shall show the following information, but not be limited thereto:

1. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
2. The location and dimensions of any changes within the building structure.
3. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
4. Additional as-built information that exceeds the detail shown on the Contract Drawings. These as-built conditions include those that reflect structural details, fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations and layouts, equipment, sizes, mechanical room layouts and other extensions of design, that were not shown in the original contract documents because the exact details were not known until after the time of approved shop drawings. It is recognized that these shop drawing submittals (revised showing as-built conditions) will serve as the as-built record without actual incorporation into the contract drawings. All such shop drawing submittals must include, along with the hard copy of the drawings, CADD files of the shop drawings in a commercially available digital format, compatible with the Using Agency System (see paragraph "Computer Aided Design and Drafting (CADD) Drawings"). .
5. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
6. Changes or modifications which result from the final inspection.
7. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built drawings.
8. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.
9. Modifications (change order price shall include the Contractor's incidental cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures:
 - (1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Equilateral Triangle (3/8" per side) shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Equilateral Triangle shall be placed by the detail or section title.

(4) For minor changes, a Modification Equilateral Triangle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Equilateral Triangle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Equilateral Triangle shall be placed either by the schedule heading or by the change in the schedule.

(7) All other changes shall be annotated with a triangle and sequential number at the following locations:

bottom of the revised detail
right hand and bottom border aligned with the revised detail
the revision block of the title block

1.7.4 RETAINAGE

a. The cost of as-built document preparation shall include all requirements of this clause:

1. Maintenance of working as-built drawings
2. Conversion of submittals and other miscellaneous documents into electronic files
3. Creation of a CD containing all required files.
4. Submittal of as-built documents in the required media forms and numbers of copies

If the Contractor fails to maintain the working as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount that, in the Contracting Officer's judgment, represents the estimated cost of bringing the as-built documents up to date. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of working as-built documents.

b. Retainage for the final as-built drawings in the amount of \$42000.00 shall be withheld from the amounts due to the Contractor when progress under the contract reaches 80% completion. This amount shall be withheld until the Final As-Built Drawings (including CD-ROM and full-scale prints) are accepted by the Government. If an acceptable As-Built Drawing submittal is not provided within 45 calendar days from the date the Contractor received the approved working as-built drawings, the Government reserves the right to unilaterally modify the contract to de-obligate the aforementioned amount from the final Contract amount.

No separate payment will be made for providing approved as-built drawings

required under this contract. All costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

1.7.5 PRELIMINARY SUBMITTAL

Within 15 calendar days after completion of the work, the Contractor shall prepare and deliver two (2) copies of the working as-built drawings to the COR for review and approval. These working as-built marked drawings shall be neat, legible and accurate. If upon review, the working as-built drawings are found to contain errors and/or omissions, they shall be returned to the Contractor within 15 calendar days for corrections. The Contractor shall complete the corrections and return the working as-built drawings within 15 calendar days to the COR for approval. The working as-built drawings shall be reviewed within 15 calendar days. Upon approval, the working as-built drawings will be returned to the Contractor for use in preparation of final as-built drawings.

1.7.6 COMPUTER AIDED DESIGN AND DRAFTING (CADD) DRAWINGS

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality to that of the originals. Line work, line weights, lettering, layering conventions, and symbols shall be the same as the original line work, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same guidance specified for original drawings. Three dimensional (3D) elements shall be placed in files in their proper locations when using 3D files with spatially correct elements. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD media files supplied by the Government. All work by the Contractor shall be done on files in the format in which they are provided. Translation of files to a different format, for the purpose of As-Built production, and then retranslating back to the format originally provided, will not be acceptable. The media files will be supplied by the Contractor to the COR. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make all required corrections, changes, additions, and deletions.

1. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked in the bottom right-hand corner of each drawing either "AS-BUILT" drawing denoting no revisions on the sheet, or "REVISED AS-BUILT" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

2. Revision markers defined in paragraph "Markings and Indicators" shall be placed as follows:

- (1) At the detail, placed in the design file where the revised graphics are located and the revision was placed.

- (2) Right hand and bottom border in the drawing sheet file revision block of the title block in the drawing sheet file.

1.7.7 FINAL AS-BUILT DRAWING SUBMITTAL

Within 30 calendar days after receipt of the approved working as-built drawings and the Chicago District provided digital contract drawings in Microstation .DGN format, the Contractor shall prepare and make the final submittal. This submittal shall include all of the following:

1. One CD-ROM containing the electronic files for final as-built drawings.

(1) The CD-ROM shall be labeled with the following information:

Project Name
Date CD was created
Contract Number
Contractors Name

(2) The CD-ROM shall use the same directory structure and file names as provided in the contract set by the Government.

(3) The CD-ROM shall contain the following files:

A list of files in either a Microsoft Word or ASCII text file, containing the electronic file names and sheet titles where applicable.

Microstation dgn files for all CADD files.

Adobe PDF copy for all CADD files.

All other non-electronic documents which may include design analysis, catalog cuts, certification documents that are not available in native electronic format shall be scanned and provided in an organized manner in Adobe PDF format.

2. One set of full-scale prints

(1) The full-scale prints shall be plotted from the CD-ROM, to ensure the electronic files provided to the Government are complete and accurate.

3. One set of half-scale prints

(1) The half-scale prints shall be plotted from the CD-ROM, to ensure the electronic files provided to the Government are complete and accurate.

4. One set of the approved working as-built drawings.

These contract drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract drawings into agreement with approved working as-built drawings, adding such additional drawings as may be necessary.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility, after submission and approval of the working as-built drawings, he shall be responsible for the addition of these changes to the working as-built drawings and also to the final as-built documents.

1.8 PROJECT FOUNDATION REPORT

A Project Foundation Report will be developed by the Government. In order to prepare this report, various documents shall be compiled and provided to the Government by the Contractor. An outline of the Foundation Report is provided below to assist the Contractor in compiling and organizing the necessary data for this report:

For sheetpile, control-structures and pump houses, the Contractor shall provide in MS word and .pdf format: a list of significant subcontractors and roles; dates of construction; construction equipment; construction procedures, and quality control test results. Additionally, for sheetpile, the report will include a section describing type and length or sheetpile and driving records. For control structures and pump house foundations, the report shall include a section describing dewatering procedures, dewatering regulatory requirements, and characteristics of excavated soil and foundation.

The Contractor shall compile the submittals listed below and submit them in .pdf format on CD-ROMs to the Government after construction is complete. All documents that fall into the above-mentioned categories should be placed on the same CD. If multiple CDs are needed to complete the compilation, then the CD should be labeled with what type of document is included on the CD and also that it is 1 of 2, 2 of 2, etc.

The following submittals shall be included in the Foundation Report:

- a. Section 02300, SD-06 Test Reports
 - Testing
- b. Section 02464, SD-02 Shop Drawings
 - Shop Drawings
 - Driving Equipment
- c. Section 02464, SD-06 Test Reports
 - Records

Within 30 calendar days of completion of the physical construction, the Contractor shall submit all documents requested in the required format. The Contractor shall submit two (2) copies of CDs for Government review. Upon Government approval, the Contractor shall submit five (5) copies of the CD(s). A sum of \$5,000 will be retained until final approval of the submittal.

1.9 INSPECTION

The presence or absence of a QA representative shall not relieve the Contractor of responsibility for the proper execution of work in accordance with the plans and specifications.

1.10 CONDITION OF EXISTING STRUCTURES

Prior to commencement of operations by the Contractor at the site, the Contractor shall complete and submit three (3) copies of a detailed video

survey, in DVD format, of all existing structures that may be affected by the Contractor's operations. The survey will be conducted in coordination with local interests, Contractor, Corps of Engineers Representative, and private parties concerned and will be sufficient in scope to provide advance agreement among all concerned as to the condition of the existing structures. The Contractor shall be responsible for full and active participation in such pre-construction surveys of existing structures as deemed necessary to permit determination and accurate assessment of any subsequent damage to existing structures that may be incurred during the period of the contract.

1.10.1 Condition Survey of Existing RCPs

The Contractor shall include in the DVDs stated above a video condition surveys of the existing 60 inch and 36 inch RCP, located at staging area #1 and #3 respectively, prior and after construction. The DVDs shall be submitted to the COR. The Contractor is responsible for protecting the pipes from damage. Any damage to the pipes shall be repaired by the Contractor at no additional cost to the Government.

1.11 PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

If, during construction activities, the Contractor observes items that might have historical or archaeological value, such observations shall be reported immediately to the Contracting Officer's Representative (COR) so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

1.12 MINIMUM AMOUNT OF INSURANCE REQUIRED

In accordance with FAR CLAUSE entitled WORK IN A GOVERNMENT INSTALLATION, the following minimum insurance coverage and limits are required. The term "Installation" referred to in this clause is deemed to mean Corps of Engineers project site or Federal property.

- a. Evidence of the following minimum insurance coverage and limits, with concurrent policy expiration dates, must be received by the Department of the Army, Corps of Engineers before the Contractor can begin work. This evidence must be on a fully-completed, signed and dated ACCORD Certificate of Insurance. In addition, policy endorsements must be issued by or in behalf of the insuring company or companies naming the Department of the Army, Corps of Engineers, Forest Preserve District of Cook County, State of Illinois Department of Natural Resources (DNR), VillageCity of Prospect Heights, and Village of Mount Prospect as Additional Interest Insured regarding the work. The endorsements must also provide that the Department of the Army, Corps of Engineers receive direct written notice at least thirty (30) calendar days before the effective date of any material changes to, any cancellation of, or any non-renewal of these coverage during the time period of the Contractor's work.
- b. Should the coverage expire or be terminated during the time period of the Contractor's work, the Department of the Army, Corps of Engineers must receive an ACCORD Certificate of Insurance as

evidence of renewal or replacement insurance coverage and the supporting policy endorsements as specified above. The required evidence of renewal replacement insurance must be received by either the Contracting Officer or Contracting Officer's Representative at least ten (10) calendar days before the coverage expires or is being terminated.

- c. All insuring companies must be rated A- or Excellent, by A.M. Best Company, an independent insurance rating service. The ACCORD Certificate must list the A.M. Best Company insurance company code of listed insurance companies being offered.

Comprehensive General Liability
(Occurrence policy form only)

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$ 50,000

Comprehensive Automobile Liability
(Including Hired Automobile Liability
and Non-Owned Automobile Liability)

Combined Single Limit	\$1,000,000
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Employers' Liability

Each Occurrence	\$ 500,000
Policy Limit	\$ 500,000
Each Employee	\$ 500,000

Workers Compensation and Occupation Disease Insurance
(As required by state law or Federal law)

Umbrella Liability
(Occurrence policy form only)

Each Occurrence and Aggregate	\$5,000,000
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- d. Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which contract is to be performed and in no event less than thirty (30) calendar days after written notice thereof to the Contracting Officer.

1.13 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar

data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON A FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC 1-15	DEC 16-31
22	20	21	7	4	3	3	5	3	5	7	3	12

Upon acknowledgement of Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.

The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delays exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.14 PERMITS AND RESPONSIBILITIES

It shall be the responsibility of the Contractor to obtain all permits/licenses required for this project as required under CONTRACT CLAUSES paragraph entitled "PERMITS AND RESPONSIBILITIES".

1.14.1 IDOT Highway Permit Bond

The Contractor shall obtain a highway permit bond as described in the permit application attached at the end of this section. The permit bond shall be for ~~\$100,000,000~~\$1,000,000.

1.15 COORDINATION WITH OTHERS

The Contractor shall schedule and coordinate its operations affecting other Contractors, Government hired labor forces, utilities, and/or property within the work limits. Such scheduling shall be accomplished with lead time sufficient for coordination of all involved parties as necessary for timely completion of each contract feature. As evidence of this compliance with this General Provision, the Contractor shall furnish the Contracting Officer's Representative (COR) with a copy of each coordinated schedule prior to commencing operations affecting such other Contractors, utilities, and/or property.

Construction limits of this contract overlap with construction limits of Contract listed below. Each Contract includes work items requiring close coordination between the Contractors regarding the sequence and timing for the proper execution and successful completion of work items.

IDOT FAP RT 374 (IL ROUTE 374), MILWAUKEE AVE SECTION 3268F-R-1

<u>LOCATION</u>	<u>Tentative Start Date</u>	<u>Tentative Completion Date</u>
IL 21 between	Spring 2008	Winter 2009

Willow Road and Sanders
Road-Reconfiguration of
intersection of US45/IL21

1.16 SPECIAL SAFETY REQUIREMENTS

The Contractor shall comply with all applicable Federal, state and local safety requirements including, but not limited to, those provided in EM 385-1-1.

1.17 ONE CALL SYSTEMS FOR EXCAVATORS

One call systems, established by law, are operated by owners of underground facilities for excavators. Upon notification by an excavator through a one call system, all participating operators of underground facilities in a covered area will identify and locate their facilities. One call systems will be identified by contacting the following:

ILLINOIS
JULIE UTILITIES PROTECTION SERVICES
1-800-892-0123

1.18 ELECTRICAL POWER LINES

The Contractor shall study the construction plans and site and know in detail all locations of power lines within the rights of way. Prior to performing any construction operation adjacent to power lines, appropriate danger signs shall be provided where any equipment scheduled for use on the site is capable of contacting such lines. To confirm the location of underground lines, the Contractor shall contact the appropriate council listed in paragraph ONE CALL SYSTEMS FOR EXCAVATORS. Aerial power lines shall either be shut off and a positive means taken to prevent the lines from being energized, or clearances required by EM 385-1-1, Safety and Health Requirements Manual, shall be maintained. Work shall not proceed into dangerous areas without an additional workman being assigned the crew to watch the movements of other personnel and equipment to assure that designated clearances are maintained.

1.19 BORROW/DISPOSAL SITES AND QUARRIES

This paragraph, Borrow/Disposal Sites and Quarries, applies only to the ability of the Contractor to utilize a particular borrow/disposal site or quarry, and does not address the use of materials from that site or quarry. Nothing in this paragraph, Borrow/Disposal, shall relieve the Contractor of complying with the specific testing requirements for material taken from any borrow/disposal sites or quarries as set forth in the technical provisions of this Contract.

a. Definitions. For purposes of this general provision, the following definitions apply:

(1) Government-Suggested borrow/disposal site or quarry means a site or quarry suggested by the Government for use by the Contractor concerning which all applicable Federal, state and local environmental statutory and regulatory requirements may or may not have been satisfied.

(2) Commercial/existing borrow/disposal site or quarry means a site or quarry which is either in the business of providing borrow

material or has been used as a disposal site for other purposes and is available for use; and concerning which all applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied.

(3) Contractor-chosen borrow/disposal site or quarry means a site or quarry chosen by the Contractor for use concerning which none or not all of the applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied.

b. If a borrow/disposal site or quarry is identified in the contract specifications as Government-Suggested, it is the responsibility of the Contractor to ascertain whether or not all Federal, state and local environmental statutory and regulatory requirements have been satisfied. If any of such requirements have not been satisfied, the Contractor is required to follow the procedures set forth in paragraph d(4) below. Use of such a site or quarry must be approved by the Contracting Officer.

c. If the Contractor chooses a commercial/existing borrow/disposal site or quarry, the Contractor is not required to ensure that all applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied, but is required to provide to the Government either, as a minimum, a letter from the owner/operator of the commercial/existing borrow/disposal site or quarry certifying that all environmental and operating permits have been acquired, or actual copies of all such environmental and operating permits. Use of such a site or quarry must be approved by the Contracting Officer. The Contractor shall adhere to all rules, regulations and business practices required by the owner/operator.

d. If a Contractor decides to use a Contractor-chosen borrow/disposal site or quarry, it is the Contractor's responsibility to ensure that all applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied. Use of such a site or quarry must be approved by the Contracting Officer, and such approval will not be granted unless all applicable requirements have been met and such use of the site does not pose significant environmental impacts.

(1) The specific requirements which must be met by the Contractor before a Contractor-chosen (or, when applicable, a Government-recommended) site or quarry will be approved by the COR include, at a minimum, but are not necessarily limited to, compliance with the following environmental laws, regulations and executive orders:

Name	Agency
<u>Federal Laws, Regulations, and Executive Orders</u>	
Section 404, Clean Water Act (Permit)	U.S. Army Corps of Engineers, Detroit District (IN/WI) Chicago District (IL)
Section 10, River and Harbor Act of	U.S. Army Corps of Engineers

1899 (Permit)

Emission Limitations, Clean Air Act	U.S. Environmental Protection Agency
Section 9, Endangered Species Act of 1973	U.S. Fish and Wildlife Service, Barrington Office (IL) Bloomington Office (IN) Green Bay Office (WI)
Section 703, Migratory Bird Treaty Act of 1918	U.S. Fish and Wildlife Service
Section 106, National Historic Preservation Act of 1966	Illinois Historic Preservation Agency (IL)
Flood Plain Management, Executive Order 11988	U.S. Army Corps of Engineers, Chicago District
Surface Mining Control and Reclamation Act of 1977	Bureau of Mines
Resource Conservation and Recovery Act of 1976	U.S. Environmental Protection Agency
Toxic Substance Control Act	U.S. Environmental Protection Agency

Illinois State Statutes

Construction Within a Floodway (Permit)	Illinois Department of Transportation, Division of Water Resources
Illinois Endangered Species	Illinois Department of Conservation
Section 401, Clean Water Act (Permit)	Illinois Environmental Protection Agency, Division of Water Pollution Control
Section 402, Clean Water Act (NPDES Permit)	Illinois Environmental Protection Agency, Division of Water Pollution Control
State Agency Historic Resources Protection Act	Illinois Historic Preservation Agency
Human Grave Protection Act	Illinois Historic Preservation Preservation Agency

It is the Contractor's responsibility to ensure that all applicable

Federal, state and local environmental statutory and regulatory requirements are satisfied, regardless of their presence on, or absence from, the above list.

(2) It is the responsibility of the Government to ensure that the requirements of the National Environmental Policy Act (NEPA) have been complied with. If the Contractor decides to use a site or quarry which has not previously undergone an environmental review under NEPA (either Government-recommended or Contractor-chosen), the Contractor will so notify the Contracting Officer, who shall arrange for such an environmental review. This review and compliance process may include inter-agency coordination and the preparation and circulation for public review of environmental documentation. It is the responsibility of the Contractor to allow sufficient time in the construction schedule to accommodate this review and compliance process, and to provide the Contracting Officer with any and all information that the Contracting Officer deems necessary to facilitate the process. The review and compliance process requires a minimum time frame of ninety (90) calendar days, but could take substantially longer, possibly up to one year or, in unusual circumstances, even longer than one year, to complete. Any construction delays caused by the need to conduct an environmental review under NEPA shall be solely the responsibility of the Contractor, at no additional cost to the Government.

(3) It is also the responsibility of the Government to perform Section 7 consultation under the Endangered Species Act, to coordinate with the U.S. Fish and Wildlife Service and appropriate state wildlife agencies under the Fish and Wildlife Coordination Act, and to perform a Farmland Conversion Impact Rating under the Farmland Protection Policy Act for all Government-Suggested or Contractor-Chosen sites. This shall be accomplished concurrently with the NEPA environmental review process. It is the responsibility of the Contractor to allow sufficient time in the construction schedule to accommodate these consultation and coordination requirements as well as the NEPA review process, and to provide the Contracting Officer with any and all information that the Contracting Officer deems necessary to facilitate the completion of these consultation and coordination requirements.

(4) The Government cannot guarantee that any Government-Suggested or Contractor-chosen site is capable of complying with all applicable Federal, state and local environmental statutory and regulatory requirements and may reject any such site proposed for use by the Contractor for environmental reasons. If the Contracting Officer does not approve the use of a Government-recommended or Contractor-chosen borrow/disposal site or quarry because not all applicable Federal, state or local environmental statutory and regulatory requirements have been satisfied, or because the Government determines that such site or quarry could not be used for environmental reasons as a result of the environmental review under NEPA, it is the Contractor's responsibility to locate an alternate site or quarry and to perform all necessary reviews to obtain approval of the use of such alternative site or quarry. Any construction delays caused by the need to locate an alternate site or quarry, shall be solely the responsibility of the Contractor, at no additional cost to the Government.

(5) Nothing in this clause shall relieve the Contractor from the responsibility of obtaining all non-environmental permits and licenses which may be required under Federal, state or local statutes, regulations and ordinances.

1.20 TAX EXEMPTION

Pursuant to the rulings of the Illinois Department of Revenue, materials which are to be physically incorporated into real estate owned by the Government are exempt from Illinois Retailers' Occupational Tax and Use Tax. However, sales of tools, fuel, lumber for forms and other end use or consumption items which are not physically incorporated into real estate are taxable sales. After contract award, the Contractor may request the Government Sales Tax Exemption Number, which must be used when purchasing tax exempt material. Nothing herein shall be construed to affect the provisions contained in Section 00700, Contract Clause entitled FEDERAL, STATE, AND LOCAL TAXES.

1.21 PROGRESS MEETINGS

A progress meeting will be held once every two weeks (biweekly). The meetings shall be held on-site, in the contractor's field trailer, unless the Government elects to hold the meetings at an alternate off-site location. The day and time for conducting meetings will be mutually agreed to between the Contractor, the Government, the Local Sponsors and other participants as required, within 30 calendar days after receipt of the notice to proceed. The Contractor shall be required to fully participate in the progress meeting.

Unless the Contracting Officer's Representative (COR) specifically indicates in writing otherwise, the Contractor shall prepare meeting agendas and meeting minutes for each meeting. The agenda and minutes shall be prepared in a format acceptable to the COR and shall contain all information required by the COR, including, but not limited to:

- a. A listing of all meeting participants;
- b. The financial progress, including original and current contract amounts, the amount paid to date, and original and current contract completion dates;
- c. A list of work completed since the last meeting;
- d. A list of work activities scheduled for the upcoming two weeks;
- e. Critical work activities in the project schedule;
- f. Old business, including summaries of the status of unresolved issues discussed at previous progress meetings;
- g. New business, including summaries of issues that need to be addressed and have not been included in previous meeting minutes;
- h. Potential items of interest to the public, local sponsor, or local community;
- i. The status of submittals, including lists of outstanding submittals, key submittals in review, and upcoming submittals;

j. A listing of all field changes/modifications.

The progress meeting minutes shall be submitted to the Government and all other meeting participants for review and approval within seven days of the meeting. The review and approval process will allow for mutual acceptance of the minutes as written. As directed by the Government, the Contractor shall edit the minutes to add, delete, and/or correct items that were covered in the weekly meeting. The edited meeting minutes shall then be resubmitted within 7 days of the receipt of the Government comments.

1.22 QUANTITY SURVEYS

a. Quantity surveys shall be conducted and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

b. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. Original and final surveys shall be done by an independent, registered land surveyor. All these surveys shall be witnessed by a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. Prior to any scheduled survey, the COR/Area Engineering Office will be given 48-hour notice. The Contractor's independent surveyor shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

c. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

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SECTION 01550

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SECTION 01550

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.1 SCOPE

The work covered by this section consists of furnishing all plant, labor and materials; and performing all operations in connection with maintenance of traffic while undergoing construction.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)

IDOT (2007) Standard Specifications for Road and Bridge Construction; and current Supplemental Specifications and Recurring Special Provisions

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

~~FHWA SA-89-006~~ MUTDC (2003) ~~(1988)~~ Manual on Uniform Traffic Control Devices ~~for Streets and Highways~~

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Traffic Control Plan; G, CN

The contractor shall submit a traffic control plan to Great Lakes Area Office. In addition to the Great Lakes Area Office, the Contractor may be required to submit the traffic control plan to the City of Prospect Heights and IDOT for approval before start of any construction that will require lane restrictions.

1.4 PAYMENT

Payment for maintenance of traffic and any other incidental work shall be made in accordance to Section 01270 MEASUREMENT AND PAYMENTS.

PART 2 PRODUCTS (Not applicable)

PART 3 EXECUTION

3.1 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Lane closures shall be restricted to 9AM to 3PM ~~and from between 9PM and 5AM.~~ Lane closures are not permitted on weekends or holidays. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations. Maintenance of traffic shall conform to Illinois Department of Transportation, IDOT. The contractor is responsible for the design, installation and maintenance of traffic control devices during construction. Traffic control devices includes signs, signals, lighting devices, markings, barricades, channelizing and hand signaling devices.

3.2 FURNISHING, ERECTING AND MAINTAINING TRAFFIC CONTROL DEVICES

The Contractor shall protect the workers and provide for safe and convenient public travel by furnishing, erecting and maintaining to the satisfaction of the Contracting Officer, all signs, signals, markings, barricades, warning lights, and other traffic control devices required for the type of work being performed. The number, type, color size, and placement of all traffic control devices shall conform to the requirements of the ~~FHWA SA 89 006 and the Cities of Prospect Heights standards~~ Manual on Uniform Traffic Control Devices (MUTDC) and Illinois Supplement to the National Manual on Uniform Traffic Control Devices (IL MUTCD). Any traffic control device which has become ineffective due to damage or defacement shall be replaced by the Contractor. Temporary traffic control devices shall remain in place only as long as they are needed and shall be removed as soon thereafter as practical. The Contracting Officer shall be the sole judge as to the acceptability of placement and maintenance of all traffic control devices. The portion of the roadway being used by public traffic shall be kept in such condition that such traffic will be accommodated adequately. Traffic control plans for restriction of traffic and/or detour plans shall be submitted to relevant regulatory bodies at least thirty (30) days before the desired date to restrict traffic.

3.3 QUALITY CONTROL

3.2.1 The Contractor shall establish and maintain a quality control system for the contract requirements; and maintain records of his quality control for all traffic control operations.

3.2.2 A copy of these records and tests, as well as the records of corrective actions taken, shall be furnished to the Government as directed

by the Contracting Officer. See Section 01451, CONTRACTOR QUALITY CONTROL.

-- End of Section --